

October 11, 2004

ADDENDUM NO. 2

**CITY OF LYNCHBURG
FINANCIAL SERVICES/PROCUREMENT DIVISION
INVITATION FOR BIDS**

**MANAGEMENT AND OPERATION
OF A RENTAL CAR CONCESSION AT
LYNCHBURG REGIONAL AIRPORT**

NOTICE TO BIDDERS

In reference to Invitation for Bid (IFB) NO. 05-1004VEB, issued August 29, 2004, and the pre-bid conference held on September 14, 2004, and addendum No. 1 issued on September 28, 2004, please be advised of the following Addendum No. 2.

- 1. This addendum addresses questions received at the pre-bid conference**
- 2. Bid opening date remains at 3:00 p.m., local prevailing time on Thursday, October 28, 2004**

This addendum must be signed and returned as part of your original package.

Company

Company Representative

Date

**V. Eloise Bowling, CPPB
Senior Buyer**

Bidders are hereby notified and informed that the above-referenced **INVITATION FOR BIDS (“IFB”)** is revised as follows:

The following changes are made to the Invitation for Bids Title Page.

1. The first sentence of the first full paragraph on the first page is amended to read as follow:

"The Rental Car Concession Agreement and Leases ("Agreement") which are subject to this IFB shall be for a term of three (3) years subject to an option by the City to extend the Agreement for two (2) additional terms of one (1) year each. (Bidders are directed to read Article 5, Section 5.02, of the Agreement, Part V of this IFB, for the specific terms of the City's option to renew the term.)"

The following changes are made to Part I ("INSTRUCTIONS TO BIDDERS").

2. The next to the last sentence of Paragraph A of the Introduction is amended to read as follows:

"The City currently has four (4) rental car concessions at the Airport available for bid under this IFB. The facilities which will be available for these four (4) concessions are described in Paragraph B below."

3. Current Paragraph B of the Introduction ("Notice of Potential Bid Alternate") is deleted and a new Paragraph B is inserted as follows:

"B. The Four Concessions and their Facilities

The City has four (4) rental car concessions available for bid under this IFB. The first three concessions to be awarded to the three highest bidders submitting Bids with Minimum Annual Guarantees of \$40,000 or more for each of the three years of the Agreement (hereinafter at times referred to as "Rental Car Concessions Nos. 1-3") will include Terminal Counter/Office Space, Ready/Return Space, and a wash and fueling facility and vehicle storage area (hereinafter "Service Facilities") in the Service Area. The fourth concession will be awarded to the fourth highest bidder submitting a Bid with Minimum Annual Guarantee of \$30,000 or more for each of the three years of the Agreement (hereinafter at times referred to as "Rental Car Concession No. 4"). No wash or fueling facilities within the Service Area will be provided as facilities awarded to this fourth highest bidder. This fourth concession operator may make arrangements with any one of the three highest successful bidders to wash and fuel its vehicles within the Service Area."

4. In the INSTRUCTIONS TO BIDDERS, Subsection II, Paragraph L is deleted and a new Paragraph L is inserted to read as follows:

"L. Basis of Award

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Award of the four (4) rental car concessions subject to this IFB shall be made to the qualified, responsive and responsible Bidders submitting the four (4) highest total Minimum Annual Guarantees to the City. The total Minimum Annual Guarantee bid for each Bidder shall be determined by summing the Minimum Annual Guarantee Bids for each of the three (3) years of the Agreement term.”

5. In the INSTRUCTIONS TO BIDDERS, Subsection II, Paragraph M is deleted and a new Paragraph M is inserted to read as follows:

"M. Minimum Bid and Balanced Bids

The Minimum Annual Guarantee bid for each Agreement Year for Rental Car Concessions Nos. 1-3 must be not less than \$40,000. The Minimum Annual Guarantee bid for each Agreement Year for Rental Car Concession No. 4 must be not less than \$30,000. Each Bidder is required to submit a "balanced Bid". Bidders are required to submit Bids which are reasonable and balanced in relationship to their projected business operations at the Airport. Minimum Annual Guarantees for Agreement Years 2 and 3 shall be not less than the Minimum Annual Guarantee for the immediately preceding Agreement Year. (An Operator must provide a pro-forma projection of its Commissionable Gross Receipts for its first Agreement Year in the space provided for the same in Addendum A to the Bid Form for purposes of demonstrating compliance with this provision.)”

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6. In the INSTRUCTIONS TO BIDDERS, Subsection II, Paragraph O is deleted and a new Paragraph O is inserted to read as follows:

"O. Assignment of Facilities Conference Call

Incumbent operators which are successful Bidders will maintain their current assignments of Counter/Office Space. Incumbent operators which are successful Bidders for Rental Car Concession No. 1 through 3 will maintain their current assignments for Service Facilities. Allocations and assignments of Ready/Return Spaces will be made in accordance with the provisions of subparagraph 2 ("Ready/Return Spaces") of Paragraph H, Section I of Part III of this IFB document. After Bids are opened and read, the City, through its Airport Manager, will ask all successful Bidders, (including incumbent bidders), to choose their locations. In descending order of bids (highest to lowest) each operator will chose their Counter/Office locations in the Terminal Building, Ready/Return locations within the Ready/Return Parking Lot, and Service Facilities within the consolidated car rental wash, fueling and storage facility, if applicable. The assignment of facilities will take place in a conference call, the time and place and call-in number for the conference call will be established by the City's Airport Manager.

7. In the Instructions to Bidders, Subsection II, Paragraph V, subparagraph 2, in the sixth line the date for receipt of DBE applications and supporting materials is changed from "September 22, 2004" to "October 14, 2004".

The following changes are made to Part II ("AIRPORT PASSENGER AND EXISTING RENTAL CAR OPERATOR INFORMATION").

8. Paragraph B, Airlines' Service, is revised to read as follows:

"The Airport currently has eleven (11) daily flights. They are provided by two (2) regional carriers: Atlantic Southeast Airlines (Delta Connection) and Piedmont Airlines (US Airways Express). ASA provides service through 40-seat CRJ regional jets and serves Atlanta three (3) times daily. Piedmont Airlines currently serves Pittsburgh twice daily and Charlotte six (6) times daily, utilizing 37-seat Dash 8 turboprops. Effective October 8, 2004, Piedmont will terminate its Pittsburgh service."

9. The last sentence of Paragraph C, Airport Enplaned Passengers, is revised to read as follows:

"Enplaned passengers for the period January through August of 2004 are up 30% over the same eight months of 2003. Passenger traffic reported for each of the first eight months of

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2004 is as follows: January (3,672), February (4,186), March (4,576), April (4,850), May (5,270), June (5,892), July (5,383), and August (5,035). Airport management is projecting a total of approximately 60,000 enplaned passengers in 2004."

10. The last sentence of Paragraph E, Information on Historical Rental Car Revenues, is revised to read as follows:

"Reported gross receipts by month from January through August 2004 are as follows: January (\$146,995), February (\$163,091), March (\$182,114), April (\$192,669), May (\$212,661), June (\$208,972), July (\$237,585), and August (\$238,054)."

The following changes are made to Part III ("DESCRIPTION OF RENTAL CAR CONCESSION").

In Section I make the following changes.

11. In Paragraph G (Agreement Security), the term "Agreement Security" used in the paragraph heading and at the end of the last sentence is changed from "Agreement Security" to "Contract Security".
12. In Paragraph H (Description of Facilities), the first sentence in subparagraph 1 (Terminal Counter/Office) is hereby amended to read as follows:

"The City has four (4) Counter/Office facilities in the baggage claim area which will be made available under this IFB."

13. In Paragraph H (Description of Facilities), the second sentence of subparagraph 2 (Ready/Return Spaces) is hereby amended to read as follows:

"These Ready/Return spaces will initially be allocated among the successful Bidders based on each Bidder's total Bid MAGs as a percentage of the total Bid MAGs of all Bidders with each successful Bidder receiving a minimum allocation of ten (10) spaces."

14. In Paragraph H (Description of Facilities), subparagraph 3 is amended to read as follows:

"3. The City has a consolidated wash and fueling facility for three (3) car rental operators constructed by the City in 2001. This consolidated facility is situated on a 3.8-acre site adjacent to the Airport terminal. The facility has individual wash bays and individual fuel islands for three (3) operators. The site also contains a paved parking area for the common storage of approximately 150 passenger vehicles. Successful Bidders for Rental Car Concessions Nos. 1-3, which are not incumbent operators, in the order of

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their Bids (high to low), will have their turn selecting wash bays and fuel islands. Incumbent operators, which are successful Bidders for Rental Car Concessions Nos. 1-3, will maintain their existing wash bay and fuel island locations. “

In Section II make the following change.

15. The sixth sentence of Section II (“Customer Facility Charge”) is amended to read as follows:

“Each successful Bidder, including the successful Bidder for Rental Car Concession No. 4, shall be required to charge and collect said CFC on customer rental agreements and remit said CFCs to the City monthly in accordance with the requirements of the City’s Resolution establishing the CFC and the referenced industry MOU.”

The following changes are made to Part IV (“ATTACHMENTS TO THE IFB”).

16. In Attachment A (“Bidders Eligibility Form”), in Section IV (“Experience and Operations Information”), the following changes are made:
 - a. In Paragraph C, item 12, in the second line after the word “held”, add the phrase “at an airport”.
 - b. Paragraph “G” is deleted and current Paragraph “H” is relettered as Paragraph “G”.
17. In Attachment B (“Bid Form”), the Bid Forms for Part I (“Three (3) Concessions”) and Part II (“Four (4) Concessions”) are deleted and a new Bid Form included as Exhibit A to this Addendum No. 2 is substituted as a replacement Bid Form for this IFB. Bidders shall use the Bid Form included as Exhibit A to this Addendum No. 2 to submit their Bid.
18. In Attachment D (“DBE Program and Goal Form”), the DBE Goal Form, pages 2 and 3 of Attachment D, are deleted and new DBE Goal Form, Pages 2 and 3 attached to this Addendum No. 2 as Exhibit B, is substituted. Bidders shall use the new DBE Goal Form included as Exhibit B in Pages 2 and 3 to this Addendum No. 2, to submit their DBE goals.

The following changes are made to Part V (“RENTAL CAR CONCESSION AGREEMENT AND LEASE”).

19. In Article 1 (“Definitions”), the following changes are made.

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- a. The definition of “Enplaned Passengers” in Section 1.14 is deleted and in its place a new definition of “Deplaned Passengers” is inserted as follows:

““Deplaned Passengers” means all passengers reported to the City deplaning from aircraft in scheduled or charter service at the Airport who do not transfer to another aircraft for departure within four (4) hours said passengers’ initial deplanement.”

- b. In the definition of “Minimum Annual Guarantee” in Section 1.19, the phrase “ninety (90) percent of Operator’s Percentage Fee” is amended to read “eighty-five (85) percent of Operator’s Percentage Fee” and the following new sentence is added at the end of the current definition.

“The MAG for any Agreement Year resulting from City’s renewal of this Agreement pursuant to Section 5.02 of Article 5 shall be the greater of the MAG from the immediately preceding Agreement Year increased by the CPI or the amount which represents eighty-five percent (85%) of Operator’s Percentage Fee for the immediately preceding Agreement Year.”

20. In Article 3 (“Premises and Facilities”), in the first line of the description of Service Facilities, after the phrase “preferential use”, insert a comma and then the phrase “if so assigned by the City” and then insert another comma.
21. In Article 3 (“Premises and Facilities”), add new Section 3.04 as follows:

“3.04 Reallocation of Ready/Return Space – No later than ninety (90) days after the expiration of each Agreement Year under this Agreement, City shall reallocate Ready/Return Spaces within the Ready/Return Parking Lot. The reallocation shall be made to Operator and to the other rental car operators based on their respective percentages of total Concession Fees paid by all rental car operators to the City for the Agreement Year then concluded, with each of said rental car operators being allocated a minimum of ten (10) Ready/Return Spaces. Upon any reallocation pursuant to this Section 3.04, City shall provide to Operator and the other rental car operators a revised Exhibit B to this Agreement redesignating Operator’s and the other rental car operators’ Ready/Return Spaces.”
22. In Article 4 (“Use of Premises”), Section 4.03 Service Facilities, in the first line the phrase “Operator’s assigned facilities and space” is deleted or replaced with the phrase “if City has assigned Operator facilities and space.”
23. In Article 5 (“Term”), Section 501 Term, the following changes are made:

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- a. In the third line, the phrase “five (5) years thereafter” is replaced with the phrase “three (3) years thereafter”.
- b. Current Section 5.02 Holding Over and current Section 5.03 Concession Transition are renumbered as Section 5.03 and 5.04 respectively.
- c. A new Section 5.02 Additional Terms is inserted as follows:

“Section 5.02 – Additional Terms

Notwithstanding the provisions contained in Section 5.01 above, City shall have the right to renew this Agreement for two (2) additional terms of one (1) year each by giving Operator no less than one hundred twenty (120) days advance written notice of such renewal prior to the expiration date of the term then running; provided, however, that if Operator shall provide City written notice at any time within the first six months of the Agreement Year immediately prior to said one-year renewal term that Operator does not desire to further extend the term of the Agreement, City’s right of renewal as aforementioned shall not be effective.”

24. In Article 6 (“Concession Privileges and Obligations of Operator”), the following sentence is added at the end of current Section 6.04 Standards of Service:

“Operator shall provide ‘one-way’ automobile rentals for customers, allowing a customer to rent an automobile in Lynchburg and ‘drop’ the automobile at another airport location.”

25. In Article 7 (“Concession Fees, Rentals and Other Charges”), the following changes are made:

- a. In the second line of Paragraph b of Section 3.02, Rentals, after the reference to Section 3.02, add the phrase “and Section 3.04”, in the fourth line delete the phrase in parentheses “(currently 20 spaces per Agreement Year)” and in the fifth line place a period after “Agreement Year” and delete the remaining language to the end of the paragraph.
- b. In Paragraph c of Section 7.02 Rentals, after the word “Operator” in the second line add the phrase “if any” with commas before and after. At the end of current Paragraph c add the following sentence:

“Notwithstanding that Operator may not be assigned Service Facilities pursuant to Section 3.04 of this Agreement, it shall nonetheless be required to collect and remit to the City the CFC in accordance with the terms and conditions of the MOU and

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the Resolution as the same is currently in effect or as either or both of the same may be amended from time to time.”

- c. In the fifth line of Paragraph a of Section 7.05 Contract Security, the phrase “fifty (50) percent” is changed to “twenty-five (25) percent.”
 - d. In Section 7.06, in the second and third lines, the phrase “Enplaned Passengers” is changed to “Deplaned Passengers” and at the end of the second and beginning of the third line, the phrase “sixty (60) percent” is changed to “sixty-five (65) percent.”
 - e. In the second to last sentence in Section 7.06, in the first and third lines, the words “three” are changed to “four” when referring to the number of rental car concessions and operators.
26. In Article 8 (“Payment of Rentals, Concession Fees and Charges”), the following changes are made to the current Section 8.02.
- a. The title to current Section 8.02 is deleted and a new title is inserted to read as follows:

“Section 8.02 Payments”
 - b. The following phrase is inserted as a lead-in to Paragraphs a through d:

“Amounts due shall be payable as follows:”
 - c. Paragraph A is amended by adding the following sentence at the end of current Paragraph a:

“For the first month of any Agreement Year after the first Agreement Year hereunder, any additional amount due on account of Operator’s MAG for the Agreement Year being eighty-five (85) percent of Operator’s Percentage Fee for the immediately preceding Agreement Year shall be remitted with Operator’s Percentage Fee payment for said month.”
27. In Article 9 (“Operators’ Obligations of Maintenance and Improvements”) in Section 9.01 Maintenance, Replacement and Repair, in second and third sentences after the beginning phrase “Operator, in conjunction with the other rental operators”, add the phrase “assigned Service Facilities by the City”.

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28. Current Exhibit D (“Minimum Annual Guarantee Bid Amounts”) and Exhibit E (“Operator’s DBE Goals”) to Part V (**“RENTAL CAR CONCESSION AGREEMENT AND LEASE”**) are deleted and replaced by new Exhibits D and E, attached as Exhibits C and D of this Addendum No. 2.

Responses to Questions Submitted in Writing Prior to Pre-Bid Conference

The following are the City's responses to certain questions submitted prior to the Pre-Bid Conference by prospective Bidders.

1. Question – Part I of the Instructions to Bidders provides that a bid will become the property of the City and will not be returned. Given that Enterprise Leasing Company of Norfolk/Richmond is a privately owned corporation; would the Airport please consider returning the financial statements, which we consider confidential and proprietary?

Response – If the Bidder's financial statements are proprietary and marked as such, the City will return these statements after completion of the Bid and award process.

2. Question – Can the Airport advise how long the process is to determine the award of the Concession Agreement?

Response – The City does not have a specific time limitation to tabulate Bids and award concessions. Absent any problem with Bids, the City would plan to tabulate Bids and issue notices of award within ten (10) business days after Bid opening.

3. Question – We would request that the Airport consider revising the language in Paragraph T of Part I of the Instructions to Bidders (pg. 7) to provide that the City's right to cancel an award after the official notice of award has been declared be limited to the Airport's discovery of information or facts that would have a material adverse affect on the Airport in the Airport's reasonable determination.

Response – The City will not revise the language as proposed.

4. Question – Paragraph G of Part III provides that a performance bond is required in an amount equal to 25% of the first year's MAG; however, the Concession Agreement provides the performance bond must equal 50% of the first year's MAG. Does the Concession Agreement language control?

Response – The initial Contract Security (performance bond) required is twenty-five percent of the first year's MAG and the requirement has been corrected in Section 7.05 of Part V ("RENTAL CAR CONCESSION AGREEMENT AND LEASE").

5. Question – If the Airport awards a Concession Agreement to a fourth operator, how many ready/return spaces will that successful fourth operator be entitled to?

Response – This question is covered by the foregoing changes to the IFB documents made by this Addendum No. 2.

6. Question – Can the Airport provide information on how the cost sharing of the expenses relating to the consolidated service facility area are apportioned between operators? Is there an agreement in place and if so will the Airport furnish a copy?

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Response – Capital-type expenses are largely covered by the CFC fee imposed (refer to Part V, Article 10 and Exhibit F – Memorandum of Understanding (MOU) for further information). Operating expenses are the individual or collective responsibility of the operators.

7. Question – Does the Airport have any information on the environmental condition of the consolidated service facility and if so can the Airport furnish copies?

Response – The City does not have any information on the environmental condition of the consolidated service facility. This facility was completed and occupied in 2001. Any successful Bidder may make an on-site inspection after they receive their notice of award.

8. Question – If there is environmental contamination existing currently at the consolidated service facility, May the new 4th operator only be responsible for anything above a baseline to be established prior to the commencement of the agreement?

Response – See the City’s response to the foregoing question. If an environmental condition is discovered by the successful Bidder’s inspection, the successful Bidder may again raise this issue prior to assuming occupancy.

9. Question – Attachment E – SCC Registration Form is missing. Can the Airport furnish a copy?

Response – The City has already mailed copies of this form to any prospective Bidder requesting the same.

10. Question – (Paragraph 6.05 – no diversion/competing business issues)?

Response – This is not a question; therefore, there is no response.

11. Question – (local revenue issues)????

Response – This is not a question; therefore, there is no response.

12. Question – (3-mile radius issues)???

Response - This is not a question; therefore, there is no response.

13. Question – Exhibits F and G – Memorandum of Understanding and City CFC Resolution are missing. Can the Airport please furnish a copy?

Response – These exhibits are not missing. They are available on the City’s website under “Documents.”

14. Question – (Paragraph 7.06 of the Concession Agreement) reasonable adjustment to incumbents’ MAGs if 4th operator awarded a contract issues????

Response - This is not a question; therefore, there is no response.

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15. Question – Will the Airport please limit question number 12 of Attachment A – Bidder’s Eligibility Form to “Airport” locations only? Enterprise Rent-A-Car has in excess of 6,000 local insurance replacement branches across the U.S. and it would be very cumbersome to make this determination on all those leased locations.

Response – The City has made the requested change to question number 12 of Attachment A.

Responses to Questions at the Pre-bid Conference not otherwise addressed by changes to Part I through Part V of the IFB in the foregoing sections of this Addendum No. 2.

1. Question – Please clarify which 12-month period of Percentage Fee payment will be used to recompute the MAG for an Agreement Year.

Answer – The Percentage Fee payments for the prior Agreement Year will be used. However, Section 8.02 (a) has been amended to deal with the timing issue created by this adjustment for purposes of remitting the recomputed MAG.

2. Question – Would the City consider reallocating Ready/Return space annually based on market share?

Answer – The City will reallocate Ready/Return space as provided for in new Section 3.04.

3. Question – Would the City re-examine the MAG for Bids?

Answer – The City has reviewed and revised the MAGs for Bids as set forth in this Addendum No. 2.

4. Question – Will the City consider removing fuel service and prepaid fuel charges from the definition of Commissionable Gross Receipts?

Answer – The proposed change will not be made.

5. Question – A suggestion was made to eliminate or change the original provision which adjusts subsequent Agreement Years’ MAGs to the greater of the Bid MAG or ninety (90) percent of the prior year’s Percentage Fee payment.

Answer – The City has adjusted this percentage to eighty-five (85) percent.

Note that all other questions raised at the Pre Bid Conference have been responded to either above or within the context of written changes to the IFB document contained in the foregoing section of this Addendum No. 2

END OF ADDENDUM NO. 2 TEXT

**CITY OF LYNCHBURG, VIRGINIA
FINANCIAL SERVICES/PROCUREMENT DIVISION
INVITATION FOR BIDS**

**MANAGEMENT AND OPERATION
OF A RENTAL CAR CONCESSION AT
LYNCHBURG REGIONAL AIRPORT**

ATTACHMENT B – BID FORM

TO: V. Eloise Bowling, CPPB
Senior Buyer
Financial Services/Procurement Division
City of Lynchburg (“City”)
PO Box 60
Lynchburg, VA 24505

FROM: _____

RE: Invitation for Bids
Management and Operation
Of a Rental Car Concession
Lynchburg Regional Airport

1. Pursuant to the City’s Invitation For Bids (IFB), the undersigned hereby submits this Bid based on and subject to the terms and conditions of the IFB documents, which documents have been read by the undersigned and to which the undersigned agrees.
2. The undersigned will operate only the following rental car brand under and pursuant to the Agreement: _____
3. Based upon the terms, provisions and conditions of the IFB documents, and if this Bid is accepted, the undersigned hereby agrees to pay to the City on an Agreement Year basis, either the following Minimum Annual Guarantee or a ten percent (10%) Percentage Fee of the Commissionable Gross Receipts as specified in Part V, the Agreement, whichever is greater. The Minimum Annual Guarantee is subject to adjustment as specified in Part V, Rental Car Concession Agreement Lease.

Agreement Year Minimum Annual Guarantee

- a. _____ Dollars (\$ _____)
Year 1 (Amount expressed in words) (Amount in figures)

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b.	_____ Dollars	(\$_____)
	Year 2 (Amount expressed in words)	(Amount in figures)
c.	_____ Dollars	(\$_____)
	Year 3 (Amount expressed in words)	(Amount in figures)
Total	_____ Dollars	(\$_____)
	(Amount expressed in words)	(Amount in figures)

4. The Minimum Annual Guarantee Bid shall not be less than \$40,000 for any of the three (3) Agreement Years for Bids for Rental Car Concession Nos. 1-3. The Minimum Annual Guarantee Bid shall not be less than \$30,000 for Rental Car Concession No. 4. The Minimum Annual Guarantee Bid for the second and third Agreement Years shall not be less than the Bid for the immediately preceding Agreement Year. If the Minimum Annual Guarantee Bid for any Agreement Year is less than the applicable minimum Bid amount provided for in the preceding sentences, the Bid will be rejected by the City. If a Bidder fails to provide a Minimum Annual Guarantee for each Agreement Year, the Bid will be rejected by the City.
5. The Bidder hereby represents and certifies to the City that: This Bid is made without connection with any other Bidder, and it is made in good faith without collusion or fraud; the Bidder has fully examined and understood the Invitation for Bids and all documents attached thereto (including, but not limited to, the Rental Car Concession Agreement and Lease); if this Bid is accepted the Bidder shall forthwith execute City's Rental Car Concession Agreement and Lease in the form attached as Part V of the IFB documents; and the Bidder has completed the Bid schedule, in item 3 above, which is incorporated herein. (For purposes of gender and if required by the context hereof, the word "it" as used in this Bid in lieu of the word "Bidder" shall be deemed to also include "he" and "she".)

The Bidder acknowledges receipt of the following Addenda (if any):

<u>Number of Addenda</u>	<u>Date of Receipt</u>
# _____	_____, 2004
# _____	_____, 2004
# _____	_____, 2004
# _____	_____, 2004

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Exhibit A

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Bidder's Mailing Address:

Bidder's Telephone Number: () _____

Bidder's Facsimile Number: () _____

This the _____ of _____, 2004

Bidder's Name

By: _____

Title: _____

Attested by (if a corporation):

By: _____

Title: _____

Seal (if a corporation):

(All Bidders must complete Addendum A ("Pro-Forma Projection of Commissionable Gross Receipts – Agreement Year 1").

**CITY OF LYNCHBURG, VIRGINIA
FINANCIAL SERVICES/PROCUREMENT DIVISION
INVITATION FOR BIDS**

**MANAGEMENT AND OPERATION
OF A RENTAL CAR CONCESSION AT
LYNCHBURG REGIONAL AIRPORT**

**ADDENDUM A TO
ATTACHMENT B – BID FORM**

**PRO FORMA PROJECTION
COMMISSIONABLE GROSS RECEIPTS
AGREEMENT YEAR 1**

In the space provided below, provide a pro-forma statement of your company's projected Commissionable Gross Receipts for its first year of operation under the proposed Rental Car Concession Agreement and Lease. Include detail for the major elements of Commissionable Gross Receipts (i.e., time and mileage, LDW, fuel service fees, etc.).

Pro-Forma Projection
Commissionable Gross Receipts
Agreement Year 1

**CITY OF LYNCHBURG, VIRGINIA
FINANCIAL SERVICES/PROCUREMENT DIVISION
INVITATION FOR BIDS**

**MANAGEMENT AND OPERATION
OF A RENTAL CAR CONCESSION AT
LYNCHBURG REGIONAL AIRPORT**

ATTACHMENT D – DBE GOAL FORM

If Bidder is submitting its Bid as a DBE firm, it shall complete paragraph “1” below and complete with the DBE goal requirement by being certified as a DBE firm. If Bidder is not submitting as a DBE firm, it shall complete paragraph “2” below.

1. Name of DBE firm: _____
(If Bidder is submitting as a DBE firm)

Address: _____

Telephone (with area code): (____) _____

Name of Certifying Agency: _____

Date of On-Site Visit: _____

Effective Date of Certification: _____

Certifying Agency Representative: _____

2. The Bidder proposes to achieve the following DBE goal(s) for each Agreement Year under the Agreement contained in Part V of this IFB document expressed as a percentage of Operator’s Commissionable Gross Receipts for said years.

Agreement Year 1 _____ %

Agreement Year 2 _____ %

Agreement Year 3 _____ %

*Agreement Year 4 _____ %

*Agreement Year 5 _____ %

*Applies if Agreement is renewed for these Agreement Years.

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The Bidder proposes to achieve said goal(s) through the procurement of the following goods and services:

The Bidder has identified the following DBE firms as potential qualified DBE providers of such goods and services to Bidder. (Bidder should also reference the basis of the firm's qualifications and/or certification.)

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FINANCIAL SERVICES/PROCUREMENT DIVISION
INVITATION FOR BIDS**

**MANAGEMENT AND OPERATION
OF A RENTAL CAR CONCESSION AT
LYNCHBURG REGIONAL AIRPORT**

EXHIBIT D

**MINIMUM ANNUAL GUARANTEE BID AMOUNTS
RENTAL CAR CONCESSION AGREEMENT AND LEASE
LYNCHBURG REGIONAL AIRPORT**

Minimum Annual Guarantee Bid Amounts are the amounts bid as the Minimum Annual Guarantee for each Agreement Year under the foregoing Rental Car Concession Agreement and Lease.

Agreement Year 1 \$ _____

Agreement Year 2 \$ _____

Agreement Year 3 \$ _____

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FINANCIAL SERVICES/PROCUREMENT DIVISION
INVITATION FOR BIDS**

**MANAGEMENT AND OPERATION
OF A RENTAL CAR CONCESSION AT
LYNCHBURG REGIONAL AIRPORT**

EXHIBIT E

**OPERATOR'S DBE GOALS
RENTAL CAR CONCESSION AGREEMENT AND LEASE
LYNCHBURG REGIONAL AIRPORT**

The following are Operator's proposed DBE goals, expressed as a percentage of Commissionable Gross Receipts for each Agreement Year under the foregoing Rental Car Concession Agreement and Lease.

Agreement Year 1 \$ _____

Agreement Year 2 \$ _____

Agreement Year 3 \$ _____

*Agreement Year 4 \$ _____

*Agreement Year 5 \$ _____

*Applies if Agreement is renewed for these Agreement Years.

END OF ADDENDUM NO. 2 EXHIBITS

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